# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

# ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

# SUMMARY AND DISCLOSURE STATEMENT

The rider pays proceeds that are intended for favorable tax treatment under the applicable provisions of the Internal Revenue Code in existence at the time the rider is issued.

The benefit you receive under the rider may be taxable. Consult with a personal tax advisor.

Receipt of accelerated benefit payment may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements.

The rider does not and is not intended to qualify as long term care insurance.

#### **BENEFIT DESCRIPTION**

**Monthly Accelerated Death Benefit:** If the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision, we will pay a monthly benefit to you upon our receipt of:

- your written request for the accelerated death benefit;
- written certification from a licensed health care practitioner that the insured is chronically ill; and
- signed consent from any irrevocable beneficiary or assignee, if applicable.

**Restoration of Accelerated Death Benefits:** When the death benefit is accelerated under the Monthly Accelerated Death Benefit provision, the certificate death benefit amount and cash value will be restored.

**Monthly Extension of Accelerated Death Benefits:** After the Monthly Accelerated Death Benefit has been exhausted, we will increase the death benefit and simultaneously accelerate this incremental death benefit amount for monthly benefit periods, or fractions thereof, during which the insured continues to be eligible for benefits.

#### **DEFINITIONS**

**Activities of daily living (ADLs)** mean activities used to measure the insured's impairment due to being chronically ill. ADLs are any of the following:

- **Bathing** means washing oneself by sponge bath; or in either a tub or shower, including the act of getting into and out of the tub or shower.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- **Eating** means feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring means the ability to move into or out of a bed, chair, or wheelchair.

**Chronically ill** means the insured has been certified by a licensed health care practitioner within the preceding 12 month period as:

- being unable to perform, without substantial assistance from another individual, at least 2 ADLs for a period of at least 90 days due to a loss of functional capacity; or
- requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.

## Cognitive impairment means a deficiency in the insured's:

- short or long term memory;
- orientation as to person, place, and time;
- deductive or abstract reasoning; or
- judgment as it relates to safety awareness.

This deficiency must be to such a degree as to require supervision 24 hours a day to maintain the safety of the insured or others. A diagnosis of cognitive impairment must be confirmed by clinical evidence and testing that reliably measures impairment.

#### **DEFINITIONS** (continued)

**Elimination period** means the number of days at the beginning of a period of care for which benefits are not payable under the rider. The number of days in the elimination period for the rider is 90. In order for a day to count as a day in the elimination period, the following requirements must be met:

- · the insured must be chronically ill; and
- charges must be incurred for the qualified long term care services of the insured.

Pre-existing condition means a condition, including a condition not diagnosed or identified, for which:

- symptoms existed within 6 months before the rider effective date; or
- medical advice or treatment was recommended by or received from a physician or other member of the medical profession within 6 months before the rider effective date.

**Qualified confined care services** mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are required by a chronically ill individual and are provided by, and pursuant to a plan of care prescribed by, a licensed health care practitioner in an assisted living facility or nursing care facility.

Qualified long term care services mean qualified confined care services and qualified non-confined care services.

**Qualified non-confined care services** mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are required by a chronically ill individual and are provided by a home health care practitioner, and pursuant to a plan of care prescribed by a licensed health care practitioner, by means of home health care or adult day care.

## **CONDITIONS ON ELIGIBILITY FOR BENEFITS**

Eligibility for benefits under the rider is satisfied when all of the following conditions are met:

- the insured is chronically ill;
- the certificate and rider are in force:
- the insured has satisfied the elimination period;
- the insured has used qualified long term care services and been chronically ill during the last 180 consecutive days;
- the insured is receiving qualified long term care services while the rider is in force;
- the insured is in a period of care that begins while the rider is in force;
- the insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
- all irrevocable beneficiaries and assignees have signed the written request for this benefit, if applicable.

## **RIDER BENEFIT AMOUNT**

**Monthly Accelerated Death Benefit:** We will accelerate a portion of the death benefit for each monthly benefit period or fraction thereof during which the insured is eligible for benefits. The maximum monthly accelerated death benefit amount is equal to the lesser of:

- 1. (A B) x C, where:
  - "A" is the death benefit amount on the day the elimination period is first satisfied;
  - "B" is the total death benefit accelerated under any other rider(s) since the day the elimination period for the rider is first satisfied;
  - "C" is the acceleration percentage shown in the certificate for the rider; and
- 2. A S, where:
  - "A" as defined above;
  - "S" is the sum of all accelerated death benefit amounts for all prior monthly benefit periods under the rider (excluding benefits paid for any Monthly Extension of Accelerated Death Benefits) and any accelerated death benefit amounts from any other attached riders, if applicable.

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount.

The monthly benefit payable to you as a result of the monthly acceleration of death benefit is equal to:

- 1. the monthly accelerated death benefit amount; less
- 2. a pro rata portion (based on the monthly accelerated death benefit amount) of the certificate debt, if any; less
- 3. any due and unpaid premium.

## **RIDER BENEFIT AMOUNT** (continued)

**Restoration of Accelerated Death Benefits:** When the death benefit is accelerated, the certificate death benefit amount and cash value will be restored as follows:

- the monthly restored death benefit amount will equal the certificate death benefit amount accelerated under the rider;
- 2. the restored cash value will be the restored death benefit amount divided by 1,000, then multiplied by the cash value per \$1,000 of death benefit as shown in the certificate.

Restoration of Accelerated Death Benefits will not restore an acceleration of death benefit made under any other rider.

The aggregate amount of the restored death benefit amount at any time will not exceed 100% of the aggregate reduction in the death benefit amount for accelerated death benefits paid under the Monthly Accelerated Death Benefit provision of the rider. Restoration of Accelerated Death Benefits excludes benefits paid for any Monthly Extension of Accelerated Death Benefits.

**Monthly Extension of Accelerated Death Benefits:** The monthly increase for the death benefit amount and the amount for the monthly accelerated death benefit amount is equal to the lesser of:

- 1. A x C, where:
  - "A" is the death benefit amount on the day the elimination period is first satisfied;
  - "C" is the acceleration percentage shown in the certificate for the rider; and
- 2. A E. where:
  - "A" is as defined above;
  - "E" is the sum of all monthly accelerated death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision.

The aggregate amount of the increased and accelerated death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision will not exceed the death benefit amount on the day the elimination period is first satisfied. The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount.

The monthly benefit payable to you as a result of the extension of accelerated death benefits is equal to:

- 1. the monthly accelerated death benefit amount; less
- 2. any due and unpaid premium.

#### **PREMIUM**

The premium for the rider is shown in the certificate.

## **WAIVER OF PREMIUM**

For each certificate month the insured receives monthly benefits under the rider, we will waive the premium for the certificate and any attached riders, if applicable. This waiver is in lieu of any other premium waiver benefit provided by the certificate or any other attached riders, if applicable.

# **EFFECT OF MONTHLY PAYMENT**

When the Monthly Accelerated Death Benefit is paid:

- the death benefit amount will be reduced by the monthly accelerated death benefit amount;
- the cash value will be the reduced death benefit amount, divided by 1,000, multiplied by the cash value per \$1,000 of death benefit as shown in the certificate;
- the certificate debt will be reduced by the portion of the certificate debt deducted from the monthly accelerated death benefit amount; and
- the life insurance premium will be reduced in proportion to the reduction of the death benefit amount.

When the Restoration of Accelerated Death Benefits is paid, the death benefit will be unaffected because the death benefit amount will be reduced and then restored.

When the Monthly Extension of Accelerated Death Benefits is paid, the death benefit will be unaffected because the death benefit will be increased and then accelerated.

## **EFFECT OF MONTHLY PAYMENT** (continued)

While the insured is eligible for monthly benefits under the rider, no change to existing riders may be requested nor may new riders be added. The payment of monthly benefits under the rider will not affect any Accidental Death Benefit or Term Rider(s).

# **EXCLUSIONS**

We will not pay benefits under the rider for that portion of any day of qualified long term care services that are:

- provided as a result of mental or emotional disorder (except for Alzheimer's Disease, or similar forms of senility or senile dementia that are of organic origin);
- provided as a result of alcoholism or drug addiction;
- provided as a result of illness, treatment or medical conditions arising out of:
  - war or act of war (whether declared or undeclared);
  - o participation in a felony, riot, or insurrection;
  - o service in the armed forces or units auxiliary thereto; or
  - o suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury;
- provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- received outside the United States or its territories.

#### PRE-EXISTING CONDITION LIMITATION

We do not pay benefits under the rider for a period of care that begins in the first 6 months after the rider effective date if a pre-existing condition causes the insured to be chronically ill. This limitation does not apply to a period of care that begins more than 6 months after the rider effective date that is caused by a pre-existing condition.

#### SAMPLE ILLUSTRATION

Below is a sample\* illustration of the effect of an accelerated death benefit for long term care on the certificate. This illustration shows the effect on the death benefit amount, cash value, certificate debt, and premium for the certificate before the accelerated death benefit for long term care is elected and immediately after the election is made.

Certificate Value:	Before Acceleration	After Acceleration	
Death Benefit Amount	\$100,000.00	\$100,000.00	
Accelerated Death Benefit Amount	N/A	\$4,000.00**	
Cash Value (CV)	\$482.20	\$482.20	
Certificate Debt	\$100.00	\$96.00	
Net Surrender Value	\$382.20	\$366.91	
Death Benefit	\$99,900.00	\$99,904.00	
Life Insurance Annual Premium***	\$1,178.00	\$1,178.00	

The values shown above are for illustrative purposes only and assume the accelerated death benefit of 4% is exercised at the beginning of the 10th year for a male, non-tobacco, age 35 at issue, with \$100.00 of outstanding certificate debt.

ACKNOWLEDGEM	ENI					
Lacknowledge that L	have received and rea	nd the summary ar	nd disclosure state	ment for the A	accelerated Dea	th Benefit for

Long Term Care Rider, which was furnished to me prior to signing the enrollment form.					
Signature of Certificate holder	Date				

<sup>\*\*</sup> The accelerated death benefit payment will be reduced by any pro rata loan. This results in a net accelerated death benefit payment of \$3,996.00.

<sup>\*\*\*</sup> Life insurance annual premium does not reflect premiums payable for any riders. Premiums are waived while the insured receives monthly benefits. Once the insured is no longer eligible to receive benefits under the rider, any remaining premiums resume.